

R. O. Draft 12/12-2003
R. O. Draft 11/06-2003
Irrigation and/or M&I
Contract No.
14-06-200-8367A-IR8

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES,
THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA,
AND
RAG GULCH WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 4th day of May, 2004, in
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as
amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,
1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and
Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to
as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred
to as the United States, THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF
CALIFORNIA, hereinafter referred to as DWR, and RAG GULCH WATER DISTRICT,
hereinafter referred to as the Contractor, a public agency of the State of California, duly organized,
existing, and acting pursuant to the laws thereof, with its principal place of business in Bakersfield,
California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States, DWR, and the Contractor entered into an interim renewal contract identified as Contract No. 14-06-200-8367A-IR5, hereinafter referred to as the Interim Renewal Contract, which provided for the continued water service to the Contractor following expiration of Contract No. 14-06-200-8367A; and

WHEREAS, the United States, DWR, and the Contractor have entered into successive renewals of the Interim Renewal Contract, the most recent of which is Contract No. 14-06-200-8367A-IR7, hereinafter referred to as the Existing Interim Renewal Contract from March 1, 2003, through February 29, 2004; and

WHEREAS, the United States, DWR, and the Contractor have made significant progress in their negotiations of a long-term renewal contract, believe that further negotiations on the long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach agreement, but anticipate that the environmental documentation necessary for execution of any long-term renewal contract will be delayed at least an additional 7 months, and may be delayed further for reasons beyond the control of the parties; and

WHEREAS, the Contractor has requested a subsequent interim renewal contract pursuant to Subdivision (b)(1) of Article 2 of the Interim Renewal Contract and Article 1 of the Existing Interim Renewal Contract; and

WHEREAS, the United States has determined that the Contractor has to date fulfilled all of its obligations under the Existing Interim Renewal Contract; and

WHEREAS, the United States is willing to renew the Existing Interim Renewal Contract pursuant to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

53 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

54 1. The terms and conditions of the Existing Interim Renewal Contract are hereby
55 incorporated by reference into this Contract with the same force and effect as if they were included
56 in full text with the exception of Article 1 thereof, which is revised as follows:

57 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim
58 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from
59 March 1, 2004, and shall remain in effect through February 28, 2005, and thereafter will be renewed
60 as described in Subdivision (a) of Article 2 of the Interim Renewal Contract."

61 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
62 amended by deleting the date "February 15, 2004," and replacing same with the date
63 "February 15, 2005."

64 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
65 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"
66 and replacing same with the dates "February 1, 2005," "February 15, 2005," and "February 28,
67 2005," respectively.

68 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal
69 contract as of the day and year first above written.

70 THE UNITED STATES OF AMERICA
APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
71 /s/ James E. Turner
72 By: /s/ John F. Davis
73 for Regional Director, Mid-Pacific Region
74 OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

75 Approved as to Legal Form and
76 Sufficiency: THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA

77 /s/ David B. Anderson
78 Chief Counsel
79 Department of Water Resources
By: /s/ Lester A. Snow
Director
Department of Water Resources

80 (SEAL) RAG GULCH WATER DISTRICT

81 By: /s/ Kent H. Stephens
82 President of the Board of Directors

83 Attest:
84
85 /s/ John Zaninovich
86 Secretary